

# COMPLAINT EXHIBIT 6

accommodation 2190000317  
AFTER RECORDING, MAIL TO:

Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, Washington 98101  
Attention: Virginia M. Pedreira

Recorded Electronically by:  
451 Old Republic Title Company

DOC#: 224110538



Stat Types: 1	Pages: 18
FEES	64.00
TAXES	.00
OTHER	75.00
PAID	139.00

Loan No. 197586

## COLLATERAL ASSIGNMENT OF WATER SUPPLY AGREEMENT AND EASEMENT

This COLLATERAL ASSIGNMENT OF WATER SUPPLY AGREEMENT AND EASEMENT (this "Collateral Assignment") is made as of September ~~28~~ 2015, by MARICOPA ORCHARDS, LLC, a California limited liability company ("Borrower"), BLUERIDGE FARMS, LLC, a California limited liability company; McCONNELL FARMS, LLC, a California limited liability company; OVERTIME ORCHARDS, LLC, a California limited liability company; GREEN VALLEY BLUES, LLC, a California limited liability company; and BRENT LAKE and JENNIFER LAKE, as Trustees of THE LAKE FAMILY TRUST dated February 26, 2015, as tenants in common (collectively, with Borrower, the "Owner") to and for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Lender").

### RECITALS

A. Borrower is obtaining a loan from Lender (the "Loan"), pursuant to the terms of that certain Loan Agreement dated as of even date herewith and the Loan Documents defined therein (as amended or modified from time to time, the "Loan Documents"). The Loan is evidenced by a Promissory Note dated as of even date herewith in the principal amount of \$1,850,000.00 (the "Note"), and will be secured by the real property situated in Kern County, California as described on Exhibit A attached hereto, together with certain related assets (the "Property"), under the terms of that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (as amended or modified from time to time, the "Deed of Trust") executed by Owner for the benefit of Lender and dated as of even date herewith.

B. Owner and the Water Providers identified on Exhibit B attached hereto (collectively, the "Water Agreement Parties") are parties to that certain Water Supply Agreement and Easement dated as of even date herewith (the "Water Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Water Agreement. \*\* unrecorded

C. As a condition of the Loan, Lender requires the pledge and collateral assignment by the Owner of its interests in the Water Agreement to the Lender as additional security for the Loan.

NOW, THEREFORE, in order to further secure the payment of the indebtedness of Borrower to Lender evidenced by the Loan Documents, and for further valuable consideration, receipt and adequacy of which are hereby acknowledged, Owner hereby agrees for the benefit of Lender as follows:

1. Subject to the terms and conditions set forth herein, Owner does hereby assign, transfer and grant to Lender a security interest in all of Owner's right, title and interest in and to the Water Agreement, including, without limitation, all rights to demand and receive delivery of water under the Water Agreement, all rights of the Owner to enforce payment of any amount or to enforce performance of any duty, agreement, covenant or obligation thereunder, and all benefits afforded under the Water Agreement.

2. The security interest herein granted shall secure payment and performance of all obligations of Borrower to Lender under the Loan Documents, including, without limitation: (i) the payment of the indebtedness evidenced by the Note, and (ii) performance of all covenants and conditions contained in the Loan Agreement, the Note, the Deed of Trust, and all documents securing or evidencing the Note, and (iii) all obligations of Owner under this Collateral Assignment.

3. This Collateral Assignment shall constitute an absolute and present assignment and shall be fully operative without any further action on the part of Lender. Notwithstanding the foregoing, the Owner shall have the right to collect and use any payments due under the Water Agreement and to direct the delivery of and otherwise manage water under the Water Agreement until the occurrence of an "Event of Default" (under and as defined in any Loan Document).

4. Upon the occurrence of an Event of Default, the Owner hereby authorizes Lender (and its employees and agents), at Lender's option (a) to enforce in the name of the Borrower, the Owner or the Lender's own name as assignee any obligations of the Water Providers under the Water Agreement; (b) to use the Distribution System for the delivery of water supplies; (c) to demand, take delivery of or to direct the delivery of any water that might be then or thereafter available to the Owner under the Water Agreement; and (d) to otherwise exercise all rights of the Owner under the Water Agreement. The Owner shall cooperate in Lender's exercise of its rights

under the Water Agreement and shall not interfere with any request by Lender to direct or deliver water available under the Water Agreement.

5. The Owner further authorizes the Lender (and its employees and agents) to hold the original, fully-executed Water Agreement, and to record the Water Agreement in the real estate records of the county in which the property is located and the counties in which the Water Provider Property is located, at its election, upon the occurrence of an Event of Default under the Loan, or under Lender's loans to one or more of the Water Providers, defined in the Loan Agreement as the "Related Loans."

6. Lender shall have the right to take and credit any payments received by Lender by virtue of this Collateral Assignment to any amounts due and owing to Lender by Borrower under the terms of the Loan Documents. The application of such payments to amounts owed by Borrower to Lender shall be made in accordance with the terms of the Loan Documents.

7. Lender shall not be obligated to perform or discharge any obligation of any Party under the Water Agreement, resulting under or by reason of the Owner's grant of this Collateral Assignment to Lender, and the Owner hereby agrees to indemnify Lender against and hold it harmless from any and all liability, loss, or damage which Lender may incur under the Water Agreement or this Collateral Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Water Agreement.

8. The Owner covenants and agrees that unless and until the Note is paid in full, the Owner:

a. will perform in a timely manner all obligations of the Owner under the Water Agreement, and ensure that the Water Agreement will, at all times, remain in full force and effect;

b. will not agree to the termination, reduction of the term or amount of available water, amendment or modification of the Water Agreement without providing prior written notice to and obtaining the consent of Lender;

c. will not sell, assign, transfer, grant any further security interest in the Water Agreement, or in the interest of the Owner under the Water Agreement or the water available thereunder; and further covenants and warrants to Lender it has not executed any prior assignment of or security interest in the Water Agreement; and

d. at any time and from time to time upon the request of Lender, Owner will promptly and duly execute, deliver, file and record (subject to Section 5, above) any and all such further instruments and documents as Lender may reasonably request and which Lender deems

necessary to obtain the full benefits of this Collateral Assignment and of the rights and powers herein granted.

9. Neither the failure nor delay on the part of the Lender in the exercise of any right, power or privilege hereunder shall operate as a waiver thereof or of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any further or other exercise thereof, or the exercise of any other right, power or privilege.

10. All notices and other communications required or permitted under this Collateral Assignment shall be in writing and served personally on or mailed by certified or registered mail to the party to be charged with receipt thereof, at the following addresses:

If to Owner:

Maricopa Orchards, LLC  
Blueridge Farms, LLC  
McConnell Farms, LLC  
Overtime Orchards, LLC  
Green Valley Blues, LLC  
Lake Family Trust  
1306 West Herndon Avenue, Suite 101  
Fresno, CA 93711  
Attn: Mr. Farid Assemi, Ms. Jennifer Reisz, and Mr. Jon Reiter

If to Lender:

Metropolitan Life Insurance Company  
205 East River Park Circle, Suite 330  
Fresno, California 93720  
Attn: Loan No. 197586

11. This Collateral Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. Neither this Collateral Assignment nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing executed by the party against which enforcement is sought.

13. Nothing in this Collateral Assignment shall amend any of the terms of the Loan Documents.

14. The Owner agrees without demand to pay to and reimburse Lender for all costs, attorneys' fees and other expenses which it expends or incurs in the collection or enforcement of any obligation evidenced hereby or in the enforcement of this Collateral Assignment, including those incurred in any proceedings or actions in bankruptcy and those incurred in enforcement of any judgment.

15. This Collateral Assignment may be executed in counterparts each of which shall be considered an original and all of which shall constitute a single document.

16. The Owner hereby consents to the collateral assignment by the other Water Agreement Parties of their respective interests in the Water Agreement to Lender in connection with the Related Loans made by Lender to such parties in substantially the form of this Collateral Assignment. Further, the Owner agrees to recognize Lender as the assignee of the interests of such other Water Agreement Parties under the Water Agreement upon written notice to Water Providers from Lender of the occurrence of a default under the Related Loans.

16. The obligations of Owner hereunder shall remain in full force and shall not be impaired by: (i) any express or implied modification, renewal, extension or acceleration of or to the Deed of Trust, the Note, any other Loan Document or any of the Related Loans; (ii) any exercise or non-exercise by Lender of any right or privilege under any of the Loan Documents; (iii) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Owner, Water Providers, or any member or affiliate of Owner, or any guarantor, or any action taken with respect to the Deed of Trust by any trustee or receiver or by any court in any such proceeding, whether or not Water Providers shall have had notice or knowledge of any of the foregoing; (iv) any release, waiver or discharge of Owner or any endorser or guarantor from liability under any of the Loan Documents or of any liability under the Related Loans; (v) any subordination, compromise, settlement, release (by operation of law or otherwise), discharge, compound, collection, or liquidation of any of the Loan Documents or any Property described in any of the Loan Documents or otherwise, or any substitution with respect thereto; (vi) any assignment or other transfer of any of the Loan Documents, in whole or in part; (vii) any acceptance of partial performance of any of the obligations of Owner or any other party under the Loan Documents; (viii) any consent to the transfer of any Property described in the Loan Documents or the property described as collateral for the Related Loans; and (ix) any bid or purchase at any sale of the Property described in the Loan Documents or the property described as collateral for the Related Loans.

*(Signatures follow on next page.)*

IN WITNESS WHEREOF, the Owner has executed this Collateral Assignment for the benefit of Lender as of the day and year first above written.

**OWNER:**

MARICOPA ORCHARDS, LLC,  
a California limited liability company

By: 

Farid Assemi, Its Manager

By: 

Farshid Assemi, Its Manager

By: 

Darius Assemi, Its Manager

BLUERIDGE FARMS, LLC,  
a California limited liability company

By: 

Jennifer Reisz, Trustee of the Reisz Family  
Trust dated August 13, 2013  
Its Sole Member


McCONNELL FARMS, LLC,  
a California limited liability company

By: 

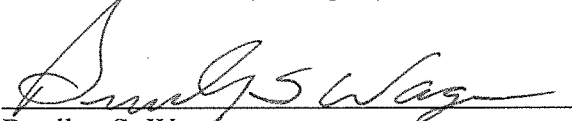
Jonathan Reiter, Trustee of the Jonathan Reiter  
Living Trust dated March 30, 2015  
Its Sole Member


*(Signatures continue on following page)*


OVERTIME ORCHARDS, LLC,  
a California limited liability company

By:   
Tobin Martin  
Its Sole Member

GREEN VALLEY BLUES, LLC,  
a California limited liability company

By:   
Bradley S. Wagner  
Its Manager

  
JENNIFER LAKE, Trustee of The Lake Family Trust  
dated February 26, 2015

  
BRENT LAKE, Trustee of The Lake Family Trust  
dated February 26, 2015



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

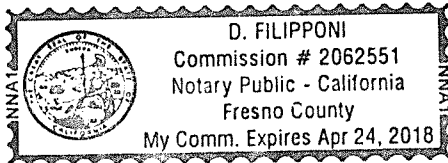
COUNTY OF )ss.

Fresno

On Sept. 24, 2015, before me, D. Filippone, a Notary Public, personally appeared FARID ASSEMI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



D. Filippone  
Notary Public in and for said  
County and State



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

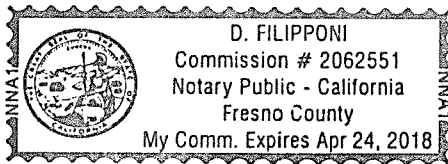
STATE OF CALIFORNIA )

COUNTY OF Fresno )ss.  
)

On Sept. 21, 2015, before me, D. Filippone, a Notary Public, personally appeared DARIUS ASSEMI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



D. Filippone  
Notary Public in and for said  
County and State

)

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**ALTA MAY**  
Commission # 2096611  
Notary Public - California  
Fresno County  
My Comm. Expires Feb 7, 2019

Collateral Assignment of Water Supply Agreement  
Maricopa Orchards - Sebastian  
Loan No. 197586  
79760416.1 0053564-00210




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STATE OF CALIFORNIA )

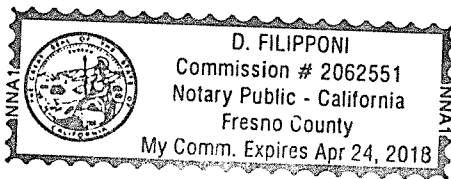
COUNTY OF Fresno )

)  
)ss.  
)

On Sept. 23, 2015, before me, D. Filippone, a Notary Public, personally appeared TOBIN MARTIN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



D. Filippone  
Notary Public in and for said  
County and State



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STATE OF CALIFORNIA )

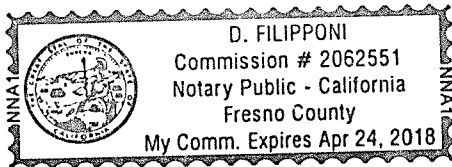
COUNTY OF Fresno )

)ss.

On Sept. 24, 2015, before me, D. Filippini, a Notary Public, personally appeared BRADLEY S. WAGNER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



D. Filippini  
Notary Public in and for said  
County and State

EXHIBIT A

Description of Property  
(Maricopa Orchards - Sebastian)

Real property in the unincorporated area of the County of Kern, State of California, described as follows:

THAT CERTAIN PORTION OF PARCEL 2, OF PARCEL MAP NO. 9974, FILED IN BOOK 46, PAGE 4 OF PARCEL MAPS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 18 WEST, S.B.M., COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER, DISTANT THEREON NORTH 00°25'50" EAST, 25.15 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8, ALSO BEING A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SEBASTIAN ROAD (Co. Rd. No. 1757); THENCE NORTHERLY ON AND ALONG SAID WEST LINE, NORTH 00°25'50" EAST, 2,627.77 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE EASTERLY ON AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°24'35" EAST, 2,644.72 FEET TO THE CENTER CORNER OF SAID SECTION; THENCE SOUTHERLY ON AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00°31'17" WEST, 2,632.91 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SEBASTIAN ROAD; THENCE WESTERLY ON AND ALONG SAID RIGHT-OF-WAY NORTH 89°17'53" WEST, 2,640.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 159.57 ACRES

APN: 238-340-24

EXHIBIT B

Water Providers

104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LLC, a California limited liability company (f/k/a Granville Farms, LP, a California limited partnership); KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHÉ PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LLC, a California limited liability company (f/k/a Sommerville Farms, LP, a California limited partnership); THREE ROCKS PISTACHIOS, LLC, a California limited liability company; TUSCAN FARMS, LLC, a California limited liability company (f/k/a Tuscan Farms, LP, a California limited partnership); WATERFORD FARMS, LLC, a California limited liability company (f/k/a Waterford Farms, LP, a California limited partnership); ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company; VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company; VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III, LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY VI, LLC, a California limited liability company; SAGEBERRY FARMS, LLC, a California limited liability company; BISHOP FARMS 15, LLC, a California limited liability company; BISHOP FARMS 22, a California limited liability company; FARID ASSEMI, as Trustee of the Amended and Restated Farid Assemi Revocable Trust dated March 2, 2010; FARSHID ASSEMI and SONIA ROSEMARY ASSEMI, as Trustees of the Amended and Restated Farshid Assemi and Sonia Rosemary Assemi Revocable Trust dated March 2, 2010; and DARIUS ASSEMI, as Trustee of the Amended and Restated Darius Assemi Revocable Trust dated March 2, 2010 (collectively, the “Water Providers”).